

AGENDA ITEM # 20

April 15, 1997

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Consider approving various rural fire contracts.

Contracts received are from Jollyville, Leander, Jarrell, Thrall, Weir, Round Rock and Taylor.

Moved: Commissioner Hays

Seconded: Commissioner Mehevec

Motion: To approve various rural fire contracts.

Vote: Motion carried 4 - 0 with Commissioner Heiligenstein absent from the dais

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THE STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS

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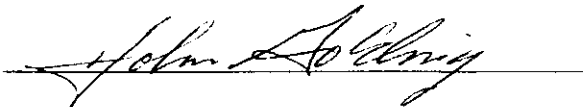
COUNTY OF WILLIAMSON


THAT Williamson County, Texas (County), and the Jollyville Volunteer Fire Department (Department), an incorporated volunteer fire department as describes in V.A.T.C., LOCAL GOVERNMENT CODE, 352.001 (c), have entered into the following

AGREEMENT

1. Pursuant to its power to provide financial assistance for fire protection in and for Williamson County, and its duty to protect the public health and welfare, the County agrees to pay to the Department the sum of \$39,322.00, in two (2) payments, one on or before April 29, 1997, and one on or before September 30, 1997, to defray the cost of equipment and labor required to provide the services described in Paragraph 2.
2. The Department agrees to provide fire protection services in any area in the County when requested by any other fire company, or when dispatched by the County, and shall expend all of the amount set forth in Paragraph 1 for only these purposes during the calendar year 1997.
3. It is understood by the City that the County cannot commit funds for any future fiscal year, and that this Agreement does not, and cannot, commit the County to renew or repeat this Agreement unless approved by future action of the Williamson County Commissioners' Court.
4. It is understood and agreed that the County has no power to control or supervise the manner and means chosen by the Department to carry out the services specified in Paragraph 2, and that the County shall have no liability for any intentional acts of the Department which are not related to the provision of said services. The Department further agrees to indemnify the county for any loss or expense (including but not limited to attorneys' fees) incurred as a result of any claim against the County by any person or entity, should such claim be based upon any intentional act or omission by the Department which is not related to the provision of the services described in Paragraph 2.

Executed on this the 10 day of 04, 1997



 4-15-97  
Williamson County, Texas by  
John C. Doerfler, by authority of  
Williamson County

THE STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS

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COUNTY OF WILLIAMSON

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THAT Williamson County, Texas (County), and the Leander Volunteer Fire Department (Department), an incorporated volunteer fire department as describes in V.A.T.C., LOCAL GOVERNMENT CODE, 352.001 (c), have entered into the following

## AGREEMENT

1. Pursuant to its power to provide financial assistance for fire protection in and for Williamson County, and its duty to protect the public health and welfare, the County agrees to pay to the Department the sum of \$26,433.00, in two (2) payments, one on or before April 29, 1997, and one on or before September 30, 1997, to defray the cost of equipment and labor required to provide the services described in Paragraph 2.
2. The Department agrees to provide fire protection services in any area in the County when requested by any other fire company, or when dispatched by the County, and shall expend all of the amount set forth in Paragraph 1 for only these purposes during the calendar year 1997.
3. It is understood by the City that the County cannot commit funds for any future fiscal year, and that this Agreement does not, and cannot, commit the County to renew or repeat this Agreement unless approved by future action of the Williamson County Commissioners' Court.
4. It is understood and agreed that the County has no power to control or supervise the manner and means chosen by the Department to carry out the services specified in Paragraph 2, and that the County shall have no liability for any intentional acts of the Department which are not related to the provision of said services. The Department further agrees to indemnify the county for any loss or expense (including but not limited to attorneys' fees) incurred as a result of any claim against the County by any person or entity, should such claim be based upon any intentional act or omission by the Department which is not related to the provision of the services described in Paragraph 2.

Executed on this the \_\_\_\_ day of \_\_\_\_, 19\_\_.

Gary H. Salazar, CHIEF

John C. Doerfler 4-15-97  
Williamson County, Texas by  
John C. Doerfler, by authority of  
Williamson County

THE STATE OF TEXAS  
COUNTY OF WILLIAMSON

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KNOW ALL MEN BY THESE PRESENTS

THAT Williamson County, Texas (County), and the Jarrell Volunteer Fire Department (Department), an incorporated volunteer fire department as describes in V.A.T.C., LOCAL GOVERNMENT CODE, 352.001 (c), have entered into the following

AGREEMENT

1. Pursuant to its power to provide financial assistance for fire protection in and for Williamson County, and its duty to protect the public health and welfare, the County agrees to pay to the Department the sum of \$21,457.00, in two (2) payments, one on or before April 29, 1997, and one on or before September 30, 1997, to defray the cost of equipment and labor required to provide the services described in Paragraph 2.
2. The Department agrees to provide fire protection services in any area in the County when requested by any other fire company, or when dispatched by the County, and shall expend all of the amount set forth in Paragraph 1 for only these purposes during the calendar year 1997.
3. It is understood by the City that the County cannot commit funds for any future fiscal year, and that this Agreement does not, and cannot, commit the County to renew or repeat this Agreement unless approved by future action of the Williamson County Commissioners' Court.
4. It is understood and agreed that the County has no power to control or supervise the manner and means chosen by the Department to carry out the services specified in Paragraph 2, and that the County shall have no liability for any intentional acts of the Department which are not related to the provision of said services. The Department further agrees to indemnify the county for any loss or expense (including but not limited to attorneys' fees) incurred as a result of any claim against the County by any person or entity, should such claim be based upon any intentional act or omission by the Department which is not related to the provision of the services described in Paragraph 2.

Executed on this the 7 day of Apr., 1997.

A. B. Schweitzer  
Fire Chief - Jarrell Fire Dept.

John C. Doerfler 4-15-97  
Williamson County, Texas by  
John C. Doerfler, by authority of  
Williamson County

THE STATE OF TEXAS  
COUNTY OF WILLIAMSON

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\* KNOW ALL MEN BY THESE PRESENTS  
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THAT Williamson County, Texas (County), and the Round Rock Volunteer Fire Department (Department), an incorporated volunteer fire department as describes in V.A.T.C., LOCAL GOVERNMENT CODE, 352.001 (c), have entered into the following

#### AGREEMENT

1. Pursuant to its power to provide financial assistance for fire protection in and for Williamson County, and its duty to protect the public health and welfare, the County agrees to pay to the Department the sum of \$64,508.00, in two (2) payments, one on or before April 29, 1997, and one on or before September 30, 1997, to defray the cost of equipment and labor required to provide the services described in Paragraph 2.
2. The Department agrees to provide fire protection services in any area in the County when requested by any other fire company, or when dispatched by the County, and shall expend all of the amount set forth in Paragraph 1 for only these purposes during the calendar year 1997.
3. It is understood by the City that the County cannot commit funds for any future fiscal year, and that this Agreement does not, and cannot, commit the County to renew or repeat this Agreement unless approved by future action of the Williamson County Commissioners' Court.
4. It is understood and agreed that the County has no power to control or supervise the manner and means chosen by the Department to carry out the services specified in Paragraph 2, and that the County shall have no liability for any intentional acts of the Department which are not related to the provision of said services. The Department further agrees to indemnify the county for any loss or expense (including but not limited to attorneys' fees) incurred as a result of any claim against the County by any person or entity, should such claim be based upon any intentional act or omission by the Department which is not related to the provision of the services described in Paragraph 2.

Executed on this the 7 day of 4, 1997

Kenneth M. Wood

John C. Doerfler 4-15-97  
Williamson County, Texas by  
John C. Doerfler, by authority of  
Williamson County

THE STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

THAT Williamson County, Texas (County), and the Weir Volunteer Fire Department (Department), an incorporated volunteer fire department as describes in V.A.T.C., LOCAL GOVERNMENT CODE, 352.001 (c), have entered into the following

AGREEMENT

1. Pursuant to its power to provide financial assistance for fire protection in and for Williamson County, and its duty to protect the public health and welfare, the County agrees to pay to the Department the sum of \$15,722.00, in two (2) payments, one on or before April 29, 1997, and one on or before September 30, 1997, to defray the cost of equipment and labor required to provide the services described in Paragraph 2.
2. The Department agrees to provide fire protection services in any area in the County when requested by any other fire company, or when dispatched by the County, and shall expend all of the amount set forth in Paragraph 1 for only these purposes during the calendar year 1997.
3. It is understood by the City that the County cannot commit funds for any future fiscal year, and that this Agreement does not, and cannot, commit the County to renew or repeat this Agreement unless approved by future action of the Williamson County Commissioners' Court.
4. It is understood and agreed that the County has no power to control or supervise the manner and means chosen by the Department to carry out the services specified in Paragraph 2, and that the County shall have no liability for any intentional acts of the Department which are not related to the provision of said services. The Department further agrees to indemnify the county for any loss or expense (including but not limited to attorneys' fees) incurred as a result of any claim against the County by any person or entity, should such claim be based upon any intentional act or omission by the Department which is not related to the provision of the services described in Paragraph 2.

Executed on this the 8 day of APRIL, 19 97

Donald E. Richardson  
Asst. Chief

John C. Doerfler 4-15-97  
Williamson County, Texas by  
John C. Doerfler, by authority of  
Williamson County

THE STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS

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COUNTY OF WILLIAMSON

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THAT Williamson County, Texas (County), and the Thrall Volunteer Fire Department (Department), an incorporated volunteer fire department as describes in V.A.T.C., LOCAL GOVERNMENT CODE, 352.001 (c), have entered into the following

## AGREEMENT

1. Pursuant to its power to provide financial assistance for fire protection in and for Williamson County, and its duty to protect the public health and welfare, the County agrees to pay to the Department the sum of \$25,781.00, in two (2) payments, one on or before April 29, 1997, and one on or before September 30, 1997, to defray the cost of equipment and labor required to provide the services described in Paragraph 2.
2. The Department agrees to provide fire protection services in any area in the County when requested by any other fire company, or when dispatched by the County, and shall expend all of the amount set forth in Paragraph 1 for only these purposes during the calendar year 1997.
3. It is understood by the City that the County cannot commit funds for any future fiscal year, and that this Agreement does not, and cannot, commit the County to renew or repeat this Agreement unless approved by future action of the Williamson County Commissioners' Court.
4. It is understood and agreed that the County has no power to control or supervise the manner and means chosen by the Department to carry out the services specified in Paragraph 2, and that the County shall have no liability for any intentional acts of the Department which are not related to the provision of said services. The Department further agrees to indemnify the county for any loss or expense (including but not limited to attorneys' fees) incurred as a result of any claim against the County by any person or entity, should such claim be based upon any intentional act or omission by the Department which is not related to the provision of the services described in Paragraph 2.

Executed on this the 7 day of July, 1997

Chief Daniel Wheeler

John C. Doerfler 4-15-97  
Williamson County, Texas by  
John C. Doerfler, by authority of  
Williamson County

THE STATE OF TEXAS  
COUNTY OF WILLIAMSON

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KNOW ALL MEN BY THESE PRESENTS

THAT Williamson County, Texas (County), and the Taylor Volunteer Fire Department (Department), an incorporated volunteer fire department as describes in V.A.T.C., LOCAL GOVERNMENT CODE, 352.001 (c), have entered into the following

AGREEMENT

1. Pursuant to its power to provide financial assistance for fire protection in and for Williamson County, and its duty to protect the public health and welfare, the County agrees to pay to the Department the sum of \$35,245.00, in two (2) payments, one on or before April 29, 1997, and one on or before September 30, 1997, to defray the cost of equipment and labor required to provide the services described in Paragraph 2.
2. The Department agrees to provide fire protection services in any area in the County when requested by any other fire company, or when dispatched by the County, and shall expend all of the amount set forth in Paragraph 1 for only these purposes during the calendar year 1997.
3. It is understood by the City that the County cannot commit funds for any future fiscal year, and that this Agreement does not, and cannot, commit the County to renew or repeat this Agreement unless approved by future action of the Williamson County Commissioners' Court.
4. It is understood and agreed that the County has no power to control or supervise the manner and means chosen by the Department to carry out the services specified in Paragraph 2, and that the County shall have no liability for any intentional acts of the Department which are not related to the provision of said services. The Department further agrees to indemnify the county for any loss or expense (including but not limited to attorneys' fees) incurred as a result of any claim against the County by any person or entity, should such claim be based upon any intentional act or omission by the Department which is not related to the provision of the services described in Paragraph 2.

Executed on this the 11th day of April, 1997.

Ker. Taylor  
Taylor City Manager

John C. Doerfler 4-15-97  
Williamson County, Texas by  
John C. Doerfler, by authority of  
Williamson County

AGENDA ITEM # 21April 15, 1997

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Consider approving recommended precinct and polling place changes.

John Willingham, Elections Administrator, recommended moving about 1700 voters from election precinct #162 to #146 and creating a new precinct #381 taking some out of #379.

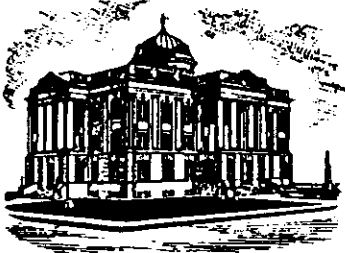
Moved: Judge Doerfler

Seconded: Commissioner Boatright

Motion: To approve recommended precinct and polling place changes.

Vote: Motion carried 5 - 0

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ELECTIONS DEPARTMENT  
Williamson County  
P.O. Box 209  
Georgetown, Texas 78627-0209  
Phone: 512/930-4317

March 27, 1997

MEMORANDUM (BACKGROUND)

TO: COUNTY JUDGE, COMMISSIONERS, AND PARTY CHAIRS  
FROM: JOHN WILLINGHAM, ELECTIONS ADMINISTRATOR  
SUBJECT: PRECINCT AND POLLING PLACE CHANGES

At the April 8 meeting of the Court, I would like to recommend the following precinct and polling place changes for the county:

- (1) Remove the Sun City area from existing precinct 379 (Berry Creek) and create a new precinct (381) for the Sun City area. I have had a request from the Sun City Community Association to make the change. Existing 379 has 2,923 voters, including the Sun City area. The new Sun City precinct (381) would take approximately 827 of these voters from 379, leaving 2,096 voters in 379. The change would also save Sun City residents from making a very long drive to vote at the polling location for existing 379, Berry Creek Country Club. The new polling location would be The proposed dividing line would be Shell Road.
- (2) Transfer approximately 1,700 voters from the northern part of existing precinct 162 (Claremont Retirement Center) to precinct 146 (Pond Springs Elementary). This would leave 162 with approximately 2,750 voters and increase Pond Springs from 1,950 to 3,650. These numbers are more suited to the respective polling places: Pond Springs can accommodate more voters, while Claremont is too small for existing 162.

Please let me know if you have any questions or suggestions concerning these proposals.